

Without Prejudice

The following are the Union's proposals to amend the Collective Agreement between the Government of the Yukon and the Public Service Alliance of Canada representing members of the Yukon Employees Union.

The Union reserves the right to add to, amend, modify and withdraw its proposals at any time during collective bargaining.

~~Strikethroughs~~ denote deletions. Text in **Bold** indicates NEW proposed language. **RESERVE** means that the Union reserves the right to make proposals at a later date. Errors and omissions are excepted.

If neither party has a proposal on a specific clause or article or memorandum of understanding, that clause or article or memorandum shall be renewed.

The Union requests that the Employer disclose any plans for changes at the corporate or workplace level that may affect this round of negotiations, and reserves the right to make additional proposals after receiving this information.

The Union will not engage in concessionary bargaining.



## ARTICLE 2 INTERPRETATION AND DEFINITIONS

### 2.01

(28) "Shifts" – **are a scheduled period of work** and shall be identified as follows:

- (a) ~~"graveyard"~~ **"night"** - that shift, the majority of which falls within the first third of the 24:00 hour clock;
- (b) "day" - that shift, the majority of which falls within the second third of the 24:00 hour clock; and
- (c) "evening" - that shift, the majority of which falls within the last third of the 24:00 hour clock.

## ARTICLE 5: DISCRIMINATION

5.01 Subject to Section 10 of the Yukon Human Rights Act, the Parties agree that there shall be no discrimination, interference, coercion, harassment, intimidation or disciplinary action exercised or practised by employees, the Union or the Employer with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, or membership or activity in the Union. For clarity, the Parties agree that "sex" includes transgender identity or expression"

5.02 Grievances arising from an alleged violation of this Article will be submitted to the Public Service Commission **unless the employee chooses to submit a grievance to the Respectful Workplace Office in accordance with Article 6 Respectful Workplace.** ~~except that alleged violations to which Article 6 would also apply will be handled pursuant to that Article.~~

**5.03 In the event an employee feels unsafe due to an alleged breach of Article 5.01 the employee has the right to seek immediate assistance to ensure a safe work environment.**

## ARTICLE 6: RESPECTFUL WORKPLACE

6.01 The Employer, the employees and the Alliance recognize the importance



of the *Yukon Human Rights Act*, the *Yukon Occupational Health and Safety Act* and the right of all persons employed in the Public Service to work in an environment free from sexual harassment and disrespectful conduct including bullying or abuse of authority.

6.02 Subject to Article 6.07, the Respectful Workplace Policy in the Government Administrative Manual will form part of this Collective Agreement and includes the following definitions:

- (1) “Disrespectful conduct” means behaviour by an individual directed against another individual that a reasonable person would consider disrespectful.
- (2) “Discriminatory conduct” means another employee or group of employees that treats an individual unfavourably on any of the grounds set out in the ***Yukon Human Rights Act***.
- (3) “Sexual Harassment” means conduct, comments, gesture display or contact of a sexual nature that might reasonably be expected to cause offense or humiliation or that might reasonably be perceived as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- (4) “Abuse of authority” means the improper use of power that flows from a supervisor or manager’s position of authority over an employee; in particular, intimidation, threats or coercion, which could reasonably be expected to endanger an employee’s ability to perform their job, threaten the employee’s economic livelihood, or significantly affect **their** physical or emotional well-being. It is not abuse of authority to exercise managerial responsibility legitimately.
- (5) “Bullying” means repeated or systematic assertion of power through aggressive behaviour – physical, verbal or psychological – including shunning, which would be seen by a reasonable person as intending to belittle, intimidate, coerce or isolate another person or group of people.

6.03 **Despite Article 5, Discrimination**, employees who experience disrespectful conduct in the workplace **may elect** ~~have the right~~ to seek assistance from the Respectful Workplace Office which will respond to their request for assistance in accordance with the Respectful Workplace Policy.



- 6.04 All matters referred to the Respectful Workplace Office under this article shall be treated with dispatch and strict confidentiality.
- 6.05 The Parties (including employees and representatives of the Employer) shall participate fully in, and shall not interfere with, the processes and investigations established under the terms of the Respectful Workplace Policy. Members of the bargaining unit are entitled to be represented.
- 6.06 In the event an employee feels unsafe due to an alleged breach of Article(s) 6.02 the employee has the right to seek immediate assistance to ensure a safe work environment.**
- 6.07 A representative of the Union, appointed by the Union, will be a member of the Respectful Workplace Steering Committee as constituted under the Respectful Workplace Policy.
- 6.08 Only those amendments to the Respectful Workplace Policy agreed to by the Union will form part of the Collective Agreement. In the event that amendments are made to the Respectful Workplace Policy without the agreement of the Union, the Union may elect to revert to the Grievance Procedure in Article 28 or Article 58 Duration, Renewal and Re- Opener of Agreement.
- 6.09 Where the Respectful Workplace Policy and the Collective Agreement are in conflict, the Collective Agreement shall prevail.

#### **6.10 Training**

The Employer will provide training for Yukon government employees.

### ARTICLE 11 TIME OFF FOR REPRESENTATIVES AND ALLIANCE BUSINESS

#### 11.01 **Time off for Representatives:**

**The Employer acknowledges that it will be necessary for employees serving as representatives to leave their work to perform tasks provided for in this agreement on behalf of the Union.**

A representative shall obtain the permission of their immediate supervisor before leaving their work to investigate a grievance or a complaint of an urgent nature, **prepare a grievance(s)**, to meet with local management for the purpose of dealing with grievances, and to attend meetings called by



management. ~~Such permission shall not be unreasonably withheld.~~ **No unreasonable restrictions shall be placed on such employees in the exercise of their duties.**

11.11 RESERVE – The Union wishes to discuss leave with pay for Local Presidents of Locals Y010 and Y017

## ARTICLE 15 HOURS OF WORK

### 15.06 Shift Work

- (1) The Employer will make every reasonable effort:
  - (a) Not to schedule the commencement of a shift within ten (10) hours of the completion of the employee's previous shift; and
  - (b) To avoid excessive fluctuation in hours of work.
- (2) An employee shall not work more than two (2) consecutive shifts and the Employer will make every reasonable effort to ensure that such shifts not exceed a maximum of 16 consecutive hours.
- (3) RESERVE

### 15.11 (1) Rest Periods

The Employer shall schedule two paid rest periods per day of fifteen (15) minutes duration. Each rest period shall be scheduled as near as possible to the mid-point of the work periods before and after the meal break.

### (2) Meal Breaks

The Employer shall schedule a lunch period or a meal break as close as possible to the mid-point of an employee's shift. The duration of the lunch or meal break may vary between classes but shall not be less than one-half (½) hour duration. The Employer agrees that, except by prior agreement with the Alliance, the duration of the meal break will not be altered for any employee following the date of the signing of this Agreement.

**Notwithstanding 15.11 (1) above, Whitehorse Emergency Shelter Support Employees whose shifts are 12.5 hours in**



length ,will be scheduled for two breaks, each break for a duration of forty-five (45) minutes.

**NEW**

- 15.14 (9) In the event there are more scheduling requests for a shift than there is availability for an existing schedule or newly created schedule in Continuous Care, years of service as defined in clause 2.01 (5) of the agreement, shall be used as the determining factor for granting such scheduling requests.**

15.16, 15.17, 15.18 and 15.26 – The Union Reserves on Overtime Quantum.

15.26 Hours of Work – Family Support Workers (Whitehorse only), Supported Independent Living Workers, Home Support Workers, Home Care Nurses, Healthy Families Workers, Restorative Community Conference Coordinator, Intensive Support & Supervision Worker (Youth Probation), Public Safety Investigators, and Receptionist/Administrative Assistants – Justice Wellness Centre

Shift Schedules for Home Support and Home Care Nurses to be negotiated between the parties.

**ARTICLE 16 OVERTIME**

16.05 Designated Paid Holiday - RESERVE

16.06 Compensatory Leave in Lieu of Overtime Payment

- (1) Notwithstanding the provisions of 16.03, 16.04, 16.05 and 16.08, overtime earned by a regular employee within any pay period may, at the employee's option, be either paid out at the applicable overtime rate or, alternatively, may be banked and liquidated as compensatory leave at the applicable overtime provision.
- (2) The Employer shall grant compensatory leave subject to operational requirements and at a time convenient to both the regular employee and the Employer.



## ARTICLE 17 PAY ADMINISTRATION

### NEW

#### 17.01 Recovery of Overpayments

- (3) Any overpayment incurred shall be recovered in the following manner: if the overpayment is in excess of fifty dollars (\$50.00), the Employer will, before recovery action is implemented, advise the employee of the intention to recover the overpayment. Recovery will not exceed ten percent (10%) of the Employee's pay each pay period until the entire amount is recovered. Notwithstanding the foregoing, in the event employment ceases, any outstanding amounts may be recovered from the final pay.

#### 17.03 (2) RESERVE

#### 17.09 Salary Payable for an Acting Incumbent

- (1) RESERVE
- (2) An employee can refuse to perform the duties of the acting position pursuant to paragraph (1) above ~~provided that:~~
  - ~~(a) there is another employee who the Employer determines is qualified to perform the duties of the position on an acting basis; and~~
  - ~~(b) the other employee identified pursuant to sub-paragraph (a) above is available and willing to perform the duties of the position on an acting basis.~~
- (3) An employee who performs the duties of a higher position pursuant to paragraph (1) above for a continuous period of less than fourteen (14) days will not have their performance while in the acting position evaluated pursuant to Article 17.11(1)(a), 17.11(2)(a) or 53.05(1) or (2).

#### 17.07 Upon Reclassification

### NEW

Add the following:

The Employer recognizes the right of an employee to Union representation throughout the entirety of the classification process up to and including the appeal of a reclassification.



**NEW**  
**Reassignments**

**The Employer will not reassign an employee from their substantive position to another similar position without the employee's written consent.**

**NEW**  
**Resignation/Retirement**

**The Employer will provide exit interviews for all employees when they change positions, resign or retire.**

**ARTICLE 18 PREMIUM PAY**

**18.01 RESERVE**

**18.04 Shift Premium RESERVE**

**18.05 Weekend Premium RESERVE**

**ARTICLE 20 DESIGNATED PAID HOLIDAYS**

**NEW**

**20.01 (4) A self-identified Indigenous employee may request in writing the substitution of up to five (5) designated paid holidays every calendar year. At the employee's discretion, such days may be taken singly or be combined. The Employer will grant these exchange(s) at such times as the employee may request. The Employer will respond in writing to employee requests within fourteen (14) days.**

**NEW**

**A self-identified Indigenous employee will be entitled to leave without pay of up to five (5) working days every calendar year in order to engage in traditional practices such as hunting, fishing and harvesting and other activities to maintain their traditional practices.**

**The employee at their discretion, may request to use accumulated compensatory leave of up to five (5) days for this leave.**

**The Union proposes that land acknowledgements for each of the 14 traditional territories be included on all Government websites and in the preface of both the final print and electronic versions of the Collective Agreement.**

**20.07 Continuous Operations - RESERVE**

**ARTICLE 23 VACATION LEAVE**





NEW

### **Scheduling of vacation leave with pay**

**In cases where there are more vacation leave requests for a specific period than can be approved due to operational requirements, years of service as defined in clause 2.01 (5) of the agreement, shall be used as the determining factor for granting such requests.**

**Years of service as defined in clause 2.01 (5) shall be used as the determining factor for granting requests only when the leave request plus any scheduled days of rest and/or designated paid holidays total seven (7) or more consecutive calendar days off.**

23.02 (1) RESERVE

ARTICLE 25 ~~SICK~~ **WELLNESS** LEAVE

ARTICLE 26 LEAVE OTHER

Maternity, Parental and Compassionate Care Leaves the Union Reserves.

#### 26.09 Critical Incident Leave

For the purposes of this Article, a traumatic event is a sudden and unexpected event which is considered uncommon ~~with respect to the inherent risks of the occupation~~ and is usually horrific, or has elements of actual or potential violence. Examples of traumatic events include, but are not limited to:

- (1) witnessing a fatality or a horrific injury;
- (2) being the victim of an armed robbery or hostage-taking;
- (3) being subjected to physical violence; and
- (4) being subjected to threats of physical violence when there is reason to believe the threat is serious and harmful to self or others (e.g. bomb threat or confronted with a weapon);
- (5) **vicarious trauma.**

Critical incident stress defusing shall be provided to employees who have experienced a work-related, traumatic event. The Employer will



make best efforts to ensure that employees who have experienced a work related, traumatic event can at their or their manager's discretion, be relieved of their duties for the remainder of their shift, without loss of pay. Critical incident stress debriefing and appropriate support shall be made available for all employees who require it. Appropriate resources will be made available as soon as possible following the incident. Accessing support will be without loss of pay.

## **NEW**

### **Leave to promote employee mental health**

**An employee shall be granted up to five (5) days' leave with pay in a fiscal year for the purpose of employee self-care and to promote employee mental health to be taken at the employee's discretion.**

## **NEW**

### **Leave with income averaging**

**An employee may make a written request for leave with income averaging. The Employer shall not unreasonably deny requests for Leave with Income Averaging.**

**When there are more requests for Leave with Income Averaging than can be granted due to operational requirements, years of service shall be the determining factor for the granting of such leave.**

## **ARTICLE 34 JOINT CONSULTATION**

- 34.01 In addition to the Joint Consultation Committee, the Parties recognize that there may be mutual benefits to be derived from discussing issues of common interest that arise within a department. ~~Where the respective representatives at the departmental level mutually agree, a departmental committee may be established~~ **Representatives will establish a Joint Consultation Committee at the Departmental level for each Department** to meet at least four times per year. Any resolutions reached at these meetings shall respect the rights and entitlements of both Parties in the Collective Agreement.



## ARTICLE 35 TOOL REPLACEMENT AND ALLOWANCES

### 35.02 Tool Allowance

- (1) A regular employee who has been continuously employed in the Yukon Public Service for a period of two (2) years as a Journeyperson, Tradesperson, registered Apprentice or combination thereof, ~~and or~~ is in the position(s) of: Automotive Mechanic, Automotive Mechanic Foreperson, Heavy Equipment Mechanic, Heavy Equipment Mechanic Foreperson or Industrial Mechanic

shall be entitled to a tool allowance of four hundred dollars (\$400) and to a further allowance of two hundred dollars (\$200) for each completed year of service thereafter to a total maximum allowance of twelve hundred dollars (\$1,200).

- (2) A seasonal employee who has been continuously employed in the Yukon Public Service for a period of two (2) years as a Journeyperson, Tradesperson, or registered Apprentice, or combination thereof, ~~and or~~ is in the position(s) of: Automotive Mechanic, Automotive Mechanic Foreperson, Heavy Equipment Mechanic, Heavy Equipment Mechanic Foreperson or Industrial Mechanic

shall be entitled to a tool allowance of two hundred dollars (\$200) and to a further allowance of one hundred dollars (\$100) for each completed year of service thereafter to a total maximum allowance of six hundred dollars (\$600).

## ARTICLE 55 PREMIUM PAYMENT TO ON CALL EMPLOYEES

### 55.01 RESERVE

## ARTICLE 58 DURATION AND RE-OPENER OF AGREEMENT

### 58.01 RESERVE

The Union RESERVES the right to propose a comprehensive package at the appropriate stage during negotiations including but not limited to:

Wage increase that meets or exceeds inflation;  
Allowances;  
Bonuses;  
Increments;



Market adjustments.

HOURS OF WORK APPENDICES A-H - Update as appropriate

## LETTERS OF UNDERSTANDING

The Union resubmits the Letter of Understanding tabled previously with regards to the State of Emergency Mass Vaccination Centre as follows:

This letter of understanding is made without prejudice and without precedent to the interpretation or application of the Collective Agreement, or any other agreements between the Parties, or to any similar dispute between the Parties.

The Union and the Employer agree the current State of Emergency with regards to the COVID-19 pandemic has created a unique set of circumstances that will require a combination of strategies to support a healthier and safer workplace for YG Nurses and LPNs as COVID-19 evolves.

Therefore, the parties agree to the following:

## HEALTH AND SAFETY

The Employer shall provide security and adequate protections at the mass vaccination site, for rapid testing teams and mobile clinics in the communities.

The employer will ensure:

1. Physical Security at entrances and exits
2. Adequate staffing levels at the mass vaccination site
3. Qualified designated staff to deal with adverse reactions (eg. Paramedics during clinic hours)

No employee shall be required to accept a reassignment, work on any job until the employee is satisfied with the safety of their work environment.

There shall be no reprisals for an employee who in accordance with the provisions of the Yukon Workers Health and Safety Act exercise their right to refuse unsafe working conditions.

## WAGES

All Nurses who accept a reassignment to a mobile response team, the mass clinic or rapid testing team shall be paid on an hourly basis in accordance with Article 15.01 (1) at the ST18 level. Overtime provisions will be applied in accordance with Article and overtime provisions in accordance with Article 24 Overtime.



These wages will be applied retroactively to January 14, 2021 for nurses for all hours worked at the vaccination site.

## **TERM**

This Letter of Understanding will remain in full force and effect until:

1. the State of Emergency has been rescinded
2. The mass vaccination site has been closed, mobile response teams and rapid testing teams are disbanded.

It is agreed that this Letter of Understanding reflects current knowledge and available information and that the parties may need to discuss the above terms if circumstances change significantly prior to the expiry of this Letter of Understanding.

The union RESERVES the right to propose a comprehensive package at the appropriate stage during negotiations including but not limited to:

**Wage increase that meets or exceeds inflation;**

Allowances;

Increments;

Market adjustments.

Lou D – Daylight Saving Time - Delete

The Union RESERVES on all of the remaining Letters of Understanding A- Z and Letters of Agreement signed between the parties from January 2019 up to and including November 2021

NEW

## **Social Justice Fund**

**“The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the bargaining unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Articles of Continuance of the PSAC Social Justice Fund.”**

Discussion Items:

1. Workload crisis affecting all front-line Employees, given the current declared State of Emergency as at November 30, 2021. The Union requires a copy of



the Employers' emergency plan and reserves the right to table proposals after these discussions.

2. The Union wishes to discuss the current working conditions of Nurses, the disparities between Nurses within the current Collective Agreement and reserves the right to table proposals after these discussions.
3. Addition of Midwifery positions and compensation for these positions and the Union reserves the right to table proposals after these discussions.
4. Pandemic – remote work options for members and further pandemic related leaves and reserves the right to table proposals after these discussions.
5. Culturally Appropriate training for YG employees. The Union reserves the right to table a proposal after these discussions.
6. Joint Learning Program Update as per the Letter of Understanding signed previous round of bargaining and the Union reserves the right to table proposals after these discussions.
7. Conversion of Term Employees to indeterminant status after a specified period of continuous service. The Union reserves the right to table a proposal after these discussions.
8. Probation –multiple probations served by members for doing the same job in different departments and/or being promoted to a different YG position. The Union reserves the right to table a proposal after that discussion.
9. Injury on Duty – Article 26.02 – The Union reserves the right to table a proposal after these discussions.
10. Current practice with regards to reimbursement for medical travel. The Union reserves the right to table a proposal after these discussions.

